

Greensboro Downtown Parks, Inc.
200 North Davie Street, Box 22
Greensboro, N.C. 27401

(336) 681-0147

REQUEST FOR PROPOSAL

Description: Restaurant Operation at Greensboro Cultural Center
Food Kiosk Operation at LeBauer Park (option for one or both)

Issue Date: Tuesday, January 9, 2018

Issued By: Rob Overman, Executive Director of Greensboro Downtown Parks, Inc.
Email: robo@greensborodowntownparks.org

Phone: (336) 681-0147

REQUEST FOR PROPOSAL

GREENSBORO CULTURAL CENTER & LEBAUER PARK
RESTAURANT AND/OR FOOD KIOSK CONCESSIONAIRE

Greensboro Downtown Parks, Inc. (GDPI) is hereby requesting proposals for a contractual Food and Beverage Concessionaire(s) / Restaurant Operator(s) to manage and operate (1) a full service, sit-down restaurant located in the Greensboro Cultural Center at 200 North Davie Street, Suite 15; adjacent to LeBauer Park. Additionally, GDPI is also requesting proposals for (2) a food kiosk, located within LeBauer Park at 210 North Davie St., Greensboro, NC, 27401.

Respondents may submit a proposal for one or both properties, however, if presenting proposals for both locations, respondents must provide two separate concepts for each location to ensure diversity in food and beverage offerings. Contract(s) are anticipated to begin in April or May, 2018 and end December 31, 2021; with a possible extension of the original term for up to two (2) additional one-year terms if performance is satisfactory and subject to GDPI approval. Respondents may propose a longer lease term(s) for the full-service, sit-down restaurant if significant operator-funded capital improvements are anticipated for the restaurant space.

Written proposals for ***one or both properties*** will be received at the offices of Greensboro Downtown Parks, Inc. located in the City Arts & Events Office Suite #101-N, in the Greensboro Cultural Building, 200 North Davie Street, Greensboro, NC 27401. Proposals will be accepted

until 5:00PM on Wednesday, February 7, 2018. If delivered or mailed, proposals are to be sent to: Greensboro Downtown Parks, Inc., 200 N. Davie Street, Box 22, Greensboro, NC, 27401. Proposals may also be emailed as a .pdf file to: robo@greensborodowntownparks.org. The respondent is solely responsible for ensuring that GDPI receives its proposal(s) on or before the deadline; late submissions will not be accepted.

Proposals must be returned in a sealed envelope, or emailed in PDF format and be identified by the supplier's name and the closing date for the proposal submission. Faxed responses will not be accepted.

Respondents should read the specifications, terms and conditions in their entirety. Questions should be addressed to the Representative listed above.

In addition to the required elements detailed within this Request for Proposals, respondents may also include additional documents or information that would display professionalism, experience etc. These documents may be references, referral letters, suggested menus, business philosophy, etc.

The contract will be issued after careful evaluation of the proposals received. Greensboro Downtown Parks, Inc. reserves the right to consider all factors in its evaluation which may result in an award to a supplier other than the one proposing the highest lease fee and/or profit sharing option. GDPI reserves the right to require one or more Service Providers to supplement, clarify or provide additional information in order for GDPI to evaluate the Proposals submitted. All awards will be made in the best interest of the host facilities, patrons, and Greensboro Downtown Parks, Inc. GDPI further reserves the right to reject all bids received in the best interest of Greensboro Downtown Parks, Inc.

All respondents and selected contractors hereby agree to indemnify and save harmless Greensboro Downtown Parks, Inc., its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injury of any kind, including environmental, which may arise as a result of the sole negligence of the contractor in performing, or as a result of, work pursuant to this contract.

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SECTION 1 - OBJECTIVES

Greensboro Downtown Parks, Inc. is seeking to have one full-service restaurant and one food kiosk operated in a professional manner to achieve the following business goals:

- The primary objective of food service in Greensboro's downtown parks is to provide the residents of Greensboro and the general public the best possible dining experience for an affordable price.
- Offer professional, friendly customer service. GDPI desires all customers to experience a professional welcoming manner that conveys respect, courtesy and a genuine desire to please the customer.
- Provide quality food and beverage operations that appeal to broad demographics.
- Provide cost effective management with an eye toward how to improve.
- Coordinated effort to accommodate all food service operations. GDPI desires that all those who visit LeBauer and Center City Parks and the Greensboro Cultural Center will be served by a professional staff able to provide a memorable experience for all visitors.
- A willingness to work with GDPI staff to ensure effective marketing, advertising, and flexibility to meet the demands of special events and other programming in the parks.
- Maintain consistent hours of operation that align with the posted hours of park operation. Hours of operation will be subject to the approval of GDPI.

SECTION 2 - FACILITY INFORMATION AND CURRENT STATUS

Greensboro Downtown Parks Inc. is a non-profit organization which operates in partnership with the City of Greensboro, Center City Park and LeBauer Park. The mission of GDPI is to serve as the executive management of Greensboro's downtown parks, focusing public activation, maintenance, financial well-being and overall vitality.

Center City Park and LeBauer Park, are a combined 5.5-acre urban green space that serves as the central gathering place for Greensboro's residents and visitors in a setting that is both relaxed and lively. The Parks feature outstanding public art, recreational equipment, and facilities for children, athletic spaces for people of all ages, educational and learning environments, café dining and artistic performance spaces.

To better fulfill the potential for Center City Park and LeBauer Parks, the Community Foundation of Greater Greensboro commissioned Dan Biederman, president of Biederman Redevelopment Ventures, to build a strategy for management of Greensboro's downtown parks. Biederman led the effort to transform Bryant Park in midtown Manhattan in the early 1990s, making it a model for private management of public parks. A number of Biederman's principles of successful activation and measurement for success are being applied to Greensboro Downtown Parks Inc.

Since opening in August 2016, LeBauer Park has welcomed over 300,000 visitors and provided more than 850 free programs to the Greensboro Community. GDPI has a weekly social media reach of 45,000 people per week and an e-newsletter which reaches an additional 5,500 people on a weekly basis. Community interest and support continues to increase as LeBauer and Center City Parks serve as an anchor for the downtown cultural district.

A focal point of the parks are the unique food and beverage options offered in the park. GDPI has a special ABC permit which allows for the sale and consumption of alcoholic beverages inside the park boundaries.

There are two food kiosks located within LeBauer Park which sit prominently in an area called Market Square. Outside, bistro-style seating and umbrellas are available and maintained in partnership with GDPI staff. The kiosks are self-contained and do not offer any indoor seating options. The kiosks have quickly become a popular gathering place for lunch and dinner. Bolstered by a large number of downtown professionals, the kiosks have begun to attract a consistent lunch crowd during weekday service. The kiosks are fully equipped with:

Air curtains (as required)

8' Hood

3 (three) compartment sink, prep sink, hand wash sink, and floor sink

Grease interceptor (one for both kiosks)

HVAC

Power supply and distribution

Lighting-2x2 or 2x4

Ceilings-washable

Tile flooring

Drywall and RFP wall covering

Service window x2

Contractors will be required to provide the following:

Kitchen equipment as needed

Staff to operate kiosk during normal operating hours

Appropriate signage

Utilities and all accompanying charges

Insurance coverage

A second location, flanking the south end of LeBauer Park, is a full-scale restaurant space with a spacious and inviting patio area offering unparalleled view of both parks and the downtown skyline. A popular restaurant location for over 15 years, this space is a well-known location for downtown dining options. The selected operator of the restaurant space will be responsible for providing its own furniture, fixtures, and kitchen / food preparation materials and equipment.

Kiosk: 640 square feet

Full Service Restaurant:

Indoor restaurant space: 2835 square feet

Patio/Outdoor space: 2840 square feet

SECTION 3 - GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR RESPONDENTS

Schedule and Due Dates:

Mandatory Pre-Proposal Informational Conference location	Wednesday, January 18, 2018 at 2:30pm, LeBauer Park, Greensboro, NC
Last Day for Proposal Questions	Monday, January 22, 2018 at 5:00PM
Final Proposals Due	Friday, February 9, 2018 at 5:00PM
Evaluation Committee Review	February 7-28, 2018
Negotiations (if necessary)	Following evaluation committee review
Recommendation to GDPI BOD	TBD

Pre-Proposal Informational Conference

All interested parties are required to attend the pre-proposal informational conference. Those in attendance will receive a copy of all questions submitted by other prospective respondents, and of the answers provided by GDPI. This ensures that all interested parties receive the most complete information regarding the services requested. **NOTE: All interested respondents must have a representative in attendance at this meeting in order for its proposal to be considered.**

Contact: All prospective Respondents are hereby instructed not to contact any member of Greensboro Downtown Parks, Inc., any member of the RFP Committee or any GDPI staff other than the noted contact person regarding this RFP. Any such contact may be cause for rejection of your proposal. All questions concerning this Request for Proposal shall be made through Rob Overman, Executive Director of Greensboro Downtown Parks, Inc., robo@greensborodowntownparks.org or 336-681-0147.

Inquiries/Interpretations: All respondents shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of Rob Overman in writing prior to the due date; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning, and interpretations of the RFP documents, shall be requested in writing, and received by Rob Overman on the last day for proposal questions on January 19th at 5:00pm. to robo@greensborodowntownparks.org . GDPI will not be responsible for any oral instructions made by any employee(s) of Greensboro Downtown Parks, Inc. in regard to this RFP. Oral statements given before the proposal due date will not be binding.

Addendum: Should revisions to the RFP documents become necessary, those who attended the pre-proposal informational conference and/or have previously expressed a specific interest in submitting a proposal will be alerted and an addendum will be issued. All addenda will be required to be acknowledged, signed and returned with proposals to avoid disqualification.

Selection Process and Award: All proposals will be evaluated by an Evaluation Committee chosen by GDPI in accordance with the criteria provided within this RFP document and contracts will be approved by the GDPI Board of Directors based on the recommendations of the Evaluation Committee. GDPI reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgment, best serves the interest of the GDPI. In the event contract(s) are to be awarded, it will be to the Respondent that demonstrates, in GDPI's opinion the highest degree of compliance with the evaluation criteria, who will thereafter enter into a written agreement with GDPI. The Respondent(s) understands that this RFP does not constitute an agreement or a contract with the Respondent. GDPI reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

Inspections: In addition to data and documentation being submitted by Respondent in response to the RFP, GDPI reserves the right to make on-site inspection and evaluation of any facility at which contract operation services are being provided by Respondent. If GDPI chooses to exercise this right, Respondent shall provide a representative to accompany GDPI Staff on any on-site inspection. Inspection is not limited to only one facility.

Minority/Woman Business Enterprise (M/WBE) Policy:

The undersigned Respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for GDPI to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to GDPI a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to

Greensboro Downtown Parks, Inc., the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A. 1."

Proposal Preparation Costs: Neither GDPI nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of the Respondent's ability to meet requirements of the RFP.

Accuracy of Qualifications Information: Any Respondent which submits in its proposal to GDPI any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

Contractual Requirements: Selected proposals will be invited to enter into a lease contractual relationship with GDPI. Below is a sampling of terms and conditions which those selected to enter into contracts must be willing to adhere to:

- A. Insurance and Indemnification:** The Contractor shall carry liability insurance policies with acceptable limits which name GDPI and the City of Greensboro as additional insured parties. In addition, to the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Greensboro Downtown Parks, Inc. , its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of GDPI its agents, officers, or employees.
- B. Licenses:** Contractors, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of North Carolina and Greensboro Downtown Parks, Inc. prior to the signing of the contract. Any permits, licenses, or fees required shall be the responsibility of the Contractor. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Contractor. The selected Contractor shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.
- C. Records, Accounts and Audits:** The Contractor shall keep on the Premises, or such other place within Guilford County, North Carolina, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give GDPI access during reasonable business hours upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's gross receipts pursuant to generally accepted accounting standards. GDPI's Auditor or its designee shall have the right,

during regular business hours with three (3) business days' notice and upon GDPI's written request to the Contractor, to audit, inspect, examine and copy the Contractor's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Contractor's revenues there under throughout the term of this agreement and for three (3) years following its expiration or cancellation. The Contractor agrees to have such audit (s) conducted at such locations within Guilford County, North Carolina as are mutually convenient to the parties.

D. Non-Discrimination: Contractor shall not discriminate against any member of the public in the use of facilities or in the delivery of programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.

SECTION 4 – INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

A. General

The Respondent warrants its response to the Request for Proposals to be fully disclosed and correct. The Respondent must submit a response complying with the RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Respondents are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondent. Failure to provide requested information may result in disqualification or response.

The proposal must be submitted on 8 ½" x 11" paper, numbered, typewritten, with headings, sections, and subsections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a Contract with GDPI. It is further expressly understood that no contractual relationship exists with GDPI until a Contract has been formally executed by both Greensboro Downtown Parks, Inc., and the selected Respondent/Contractor. It is further understood, no Respondent may seek or claim any award and/or re-imbursement from GDPI for any expenses, costs, and/or fees (including attorney's fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or (including attorney's fees) are the sole responsibility of the Respondent.

B. Proposal Sections

The proposal must be divided into six (6) sections with references to parts of this RFP done on a section number/paragraph basis. The six (6) sections shall be named:

1. Letter of Transmittal
2. Experience and Qualifications (refer to Section 5 of the RFP)
3. Food and beverage requirements (refer to Section 6 of the RFP)
4. Fees and Compensation (refer to Section 7 of the RFP)
5. Marketing and Advertising Plan (refer to section 8 of the RFP)
6. Minority / Women Business Enterprise (M/WBE) Outreach

C. Food & Beverage Requirements

This RFP process should result in establishing an independent contractor relationship to provide for the operation and management of a full-service restaurant and/or outdoor food kiosk. The contractor will operate all food and beverage services in a relationship to benefit both the contractor and Greensboro Downtown Parks, Inc.

The food and beverage area of responsibilities includes the physical areas described in Section 2 of this RFP document.

Licenses and Permits

The contractor must obtain and keep current all licenses and permits necessary to run an indoor and outdoor food service facility at LeBauer Park.

A. Experience

The contractor must demonstrate a minimum of three (3) years of food service management in an equivalent and/or greater restaurant operation.

B. Staffing

The contractor must provide all necessary staff to provide and serve the menu and adhere to current Department of Health regulations and standards.

C. Hours of Operation

Food service operators are expected to meet the needs of the park visitors, GDPI operating hours and the surrounding community.

- 1) Peak Season: Hours vary depending on location and time of year and are subject to approval by GDPI.
- 2) Non-peak Season: Hours vary depending on location and time of year and are subject to approval by GDPI.
- 3) Throughout the year, the contractor may, with the approval of the GDPI Executive Director close restaurant operations during inclement weather, or provide less than full service operation pending customer demand. In any instance in which the contractor wishes to close the food and beverage operations in either location or reduce levels of service, the approval of the Executive Director of GDPI or designated representative must be received.
- 4) Contractor will work with the Executive Director of GDPI in scheduling events to ensure the best use of the facility to the mutual benefit of GDPI and the contractor.

D. Customer Service and Operations Standards

- 1) The contractor will provide high quality facilities and level of service to its customers.
- 2) The contractor will work in concert with GDPI staff to maximize revenue potentials during such times as may be deemed necessary. These include special events, catering opportunities, marketing and advertising and other items to ensure a reciprocal partnership.

E. Operating Costs

- 1) The contractor will be responsible for ensuring the availability of all merchandise and supplies necessary for the production of the food and beverage menu, ensuring that an adequate level of supplies are kept stocked at all times, and accounting for all revenues and expenses.
- 2) The contractor shall bear all costs associated with the operations of the food and beverage service including repairs and maintenance of contractor owned equipment. GDPI will be responsible for normal wear and tear repairs required on GDPI owned equipment. Repairs of GDPI owned equipment due to improper operation, abuse or negligence shall be the responsibility of the contractor.
- 3) Contractor will be expected to pay a percentage of all gross sales (including alcohol and catering) to Greensboro Downtown Parks, Inc. for the opportunity to operate out of LeBauer Park. This option also exists for the restaurant space located adjacent to the park.

F. Maintenance of Facilities

- 1) The contractor shall manage and account for all costs of operating the food and beverage operations. These include maintenance; insurance; any and all taxes; janitor service and supplies; all permits and licenses required by law for the food and

beverage operations; together with all utility costs. Contractor shall maintain the Licensed Premises in a clean, neat and first-class condition, including the doors, windows, venting and cooking hoods, fire suppression systems, plumbing, heating, cooling and ventilating system and equipment. Contractor shall keep all of its fixtures and equipment in good order and repair, and shall properly and regularly clean the grease trap

- 2) GDPI shall repair the roof, exterior and structural walls and foundation unless said repairs and/or replacements are caused by contractor's negligence or misuse of the licensed premises
- 3) During the term of the Agreement, the food and beverage facilities shall be kept clean, fully operational and show no signs of visual or structural damage.
- 4) The contractor shall maintain and be responsible for all daily janitorial maintenance of all areas of the food and beverage operations. These housekeeping functions must be maintained to the Department of Health standards of cleanliness.
- 5) The contractor shall be responsible for the repair and maintenance of all equipment and fixtures that are owned or leased to the contractor. Repairs of GDPI owned equipment and fixtures due to improper operation, abuse or negligence shall be the responsibility of the contractor.
- 6) The contractor acknowledges it is receiving control of the premises and personal property in their current "as is" condition.
- 7) Facilities are to be available for inspection by designated GDPI representatives during regular operating hours and at other times upon reasonable notice.

G. Furnishings

- 1) The contractor will be expected to furnish all banquet tables, chairs, dining tables and chairs, tableware, catering carts, grill and kitchen supplies, uniforms, required fixtures, and any other equipment and furnishings deemed necessary for the operation of the food and beverage operations; except for those noted to be provided by GDPI.
- 2) Contractor may provide additional fixtures, shelving and equipment which shall be their exclusive property and responsibility. Contractor shall provide, by anniversary of each contract year, a current inventory of all non-resale items to be used in contractor's operation to be on file with the GDPI.

H. Supplies and Equipment

- 1) The contractor must provide, install, and maintain at its own expense, all supplies, furnishings and fixtures, upon the execution of the Agreement.
- 2) The contractor shall replace any contractor owned or leased equipment that has been destroyed, damaged, or worn beyond its useful life, with like equipment. The contractor shall bring any maintenance and/or repair issues with GDPI owned equipment to the attention of the Executive Director of GDPI and work with GDPI to make appropriate repairs and/or replacement at the GDPI's expense.

- 3) All equipment will be inventoried when the contractor commences operation.
- 4) Upon the expiration of the Agreement, the contractor shall relinquish GDPI owned equipment to GDPI in good and working order.

I. Financial Reporting

- 1) The contractor shall maintain a system of accounting that accounts for all moneys received at the time of sale. The contractor shall submit a monthly sales report to GDPI, no later than the 10th day of each month, providing overall sales, alcohol sales, and catering sales, as well as % due to GDPI.
- 2) The contractor shall offer to provide receipts to customers for all goods and services sold in the restaurant.
- 3) The contractor shall keep and maintain all required financial records while utilizing accounting procedures compatible with standard financial accounting. GDPI will consider alternative procedures and reports proposed by the prospective contractor, provided they assure adequate internal controls, compliance with State laws and City regulations and the safeguarding of GDPI assets.
- 4) The contractor must provide their own point of sale system or provide their own register system.

J. Environmental Practices

- 1) GDPI is committed to sustainable environmental practices and policies whenever possible for all aspects of the operation, the contractor will be expected to incorporate recycling, green product use and operations for environmental sustainability.
- 2) The contractor is responsible for any grease/oil pickup as the result of food and beverage service.
- 3) The contractor shall comply with all environmental guidelines as well as local, state and federal regulatory requirements.
- 4) GDPI maintains a dumpster service on site and the contractor will be granted access to said dumpster for solid waste disposal.

K. Advertising

- 1) The contractor will have the opportunity to include food and beverage information on GDPI's website, all social media platforms, and weekly-e-newsletters. The contractor is responsible for any separate e-mail addresses or websites used and is expected to maintain acceptable marketing and advertising standards.
- 2) GDPI strongly encourages cooperative efforts to expand advertising and marketing plans.
- 3) Signage posted or used in either facility, outside of the restaurant and/or kiosk on the complex premises shall be subject to the approval of the Executive Director of GDPI.

L. Safety and Security

- 1) GDPI does not assume any responsibility for security other than current security measures already implemented and routine neighborhood police patrols.
- 2) The contractor will cooperate with City Police and Fire Departments and any other appropriate law enforcement agency.
- 3) The contractor shall take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire and other emergency situations that threaten the health, safety and welfare of persons as well as facility property.

M. Independent Contractor Status

The relationship between GDPI and the Contractor shall be one of an independent Contractor and not one of employer and employee. As an independent contractor, the Contractor shall, exclusively, during the term of this agreement:

- 1) Operate a food and beverage operation in which food, beverages and alcoholic beverages will be sold.
- 2) GDPI agrees to continue to furnish the contractor the current or equivalent area in which to operate a food and beverage service, without additional cost to GDPI. Contractor further covenants that they shall comply with all labor regulations, statutory and administrative rules, pertaining to the employment of any individual including minors, taking into consideration any North Carolina Statute regarding minimum ages for hazardous employment.
- 3) Contractor shall obtain all state, municipal and other licenses pertaining to food, beverage and health regulations. These licenses are to be in the name of the contractor, and the contractor shall be responsible for all expenses concerning these licenses. Upon receipt of licenses, contractor shall notify GDPI or its Agent and shall make licenses available for examination by GDPI or its agent.
- 4) Contractor shall be responsible for the maintenance of security and order on subject premises and shall assist in maintaining peace and good order on the premises and promptly notify any law enforcement agency in the event of disruption or threatened commission of a crime.
- 5) Contractor is responsible for the facility keys provided by GDPI, and ensuring the building is locked and the security system is armed at the end of each day.

SECTION 5 – PROPOSAL COMPONENTS

A. Letter of Transmittal: The Letter of Transmittal section shall include the following four items:

1) Respondent's Letter

The Proposal letter shall be addressed to Greensboro Downtown Parks, Inc. and shall include at a minimum the following:

- Name of Individual, partnership, Company, or Corporation submitting proposal;
- Contact information for proposal submittal questions and future performance questions;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature (s) of representative (s) legally authorized to bind the Respondent.

2) Corporate Information

If Respondent is a corporation, it must be certified with the North Carolina Secretary of State and have a corporate or limited liability company status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the state of North Carolina and Greensboro Downtown Parks, Inc. prior to the signing of a contract.

3) Executive Summary

The Respondent will include an Executive Summary (maximum 5 pages), that states how they view this contractual opportunity and provides an overview of their proposed approach. The summary should adequately address the following inquiries:

1. Description of your proposed concept.
2. What type of menu will you offer? Will your menu change seasonally?
3. What will you serve (i.e. breakfast, lunch, dinner)? Will your menu change throughout the day?
4. What is your capacity for service? Does it include sale of alcohol (beer & wine only)?
5. What type of kitchen and service equipment will you require? What equipment do you already possess?
6. Do you have any specific power needs or technology needs (i.e. telephone, internet, cable, etc.)?
7. How much time would be required from the execution of a lease until your enterprise could be operational (i.e., anticipated up-fit time)?
8. Please describe your customer service philosophy.
9. Describe any proposed capital improvements to either space.

4) Respondent's Authorization

Finally, the Letter of Submittal section shall include the following information and certification of authorization, in the format noted below:

RESPONDENT(S)/FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

PRINCIPAL PLACE OF BUSINESS IF DIFFERENT FROM ABOVE: _____

NAME: _____ **TITLE:** _____

SIGNATURE (IN INK): _____ **DATE:** _____

EMAIL ADDRESS: _____

The name, address, and telephone number of the person(s) above must have the authority to bind the Respondent(s) and answer questions or provide clarification concerning the Respondent(s) proposal. In submitting the proposal, the Respondent(s) agrees not to discuss or otherwise reveal its information to any other sources, government or private, until after the award of a contract. Respondent(s) not in compliance with this provision may be disqualified.

**THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.
UNSIGNED PROPOSALS SHALL NOT BE CONSIDERED.**

B. EXPERIENCE AND QUALIFICATIONS

The minimum years of experience in the management and operation of a food and beverage operation shall be 3 years.

In order to determine if a Respondent has adequate experience, the Respondent needs to provide answers for the following questions or requests for information as they relate to its operation of similar facilities.

- a) Indicate the numbers of years that the Respondent has been providing these types of services.

- b) Provide a brief description of the location and market overview for each market operated (e.g. number of operations in market, cost structure and revenue generation).
- c) Include examples of successful operation and marketing that demonstrate your organization's ability to be successful at the Greensboro Cultural Center and/or LeBauer Park.
- d) Please provide a list of three (3) references that can describe your previous performance in the management and operation comparable to those described in this RFP. This listing shall include contacts for these references and the following details:
- Name of entity (firm, city, etc.)
 - Address of entity
 - Name, title, e-mail address, phone and fax of a contact for the entity
 - Number of years Respondent has served the entity
 - Brief summary of scope of services provided, and type of contact
 - Brief summary of measures of success of your operations

C. – FEES AND COMPENSATION

All proposals must include fees and compensation to be provided to GDPI, in either or both of the following formats. **Proposals must clearly state lease per square foot fees and/or percentage of gross sales in the precise formats as worded below:**

A. Please enter your proposed lease per square foot amount:

Kiosk: _____/sq. ft.

Restaurant: _____/sq. ft. (indoor)

_____/sq. ft. (patio)

B. Please enter your proposed percentage of Gross Sales, offered to Greensboro Downtown Parks, Inc.

Kiosk:

- 1) _____ % of Gross Sales
- 2) _____ % of Gross Catering Sales
- 3) _____ % of Gross Alcohol Sales

Full-Service Restaurant:

- 1) _____ % of Gross Sales

- 2) _____ % of Gross Catering Sales
- 3) _____ % of Gross Alcohol Sales

In addition, within this section, Respondents may include information related to any capital improvement investments benefitting the physical facilities that they would propose to offer. The dollar value of capital improvements should be included, if applicable.

D. MARKETING AND ADVERTISING

The Contractor should not rely solely on park visitors to dine at the restaurant or kiosk. Attracting outside customers is essential to the long-term sustainability of food and beverage operation. In order to determine if the contractor is able to attract and keep outside business a marketing plan is required that outlines the following:

- A. Strategies to develop a new and different customer base and revenue stream
- B. Forms of promotion and advertising to be used
- C. Targeted Audience/market/demographic
- D. Types of outside business to attract (catering, walk-ins, etc.)

E. Minority / Women Business Enterprise (M/WBE) Outreach

As a City supported organization, it is the policy of GDPI to comply with the City's Minority/Women Business Enterprise Outreach program. Please refer to the City of Greensboro M/WBE Special Instructions attachment for additional details. The Respondent should indicate if any of the following apply:

Description	Score
Respondent is a certified M/WBE firm by the NC DOA HUB or DOT Office and located within the Greensboro MSA	10
Respondent is a certified M/WBE firm by the NC DOA HUB or DOT Office or is a non-MWBE Prime and has teamed with certified M/WBE(s) located within the Greensboro MSA	5
Respondent is not a certified M/WBE and has not teamed with any certified M/WBE firms.	0

M/WBE Prime

If Respondent is a certified M/WBE eligible to count toward participation in the City's program, Respondent shall submit evidence of certification. Evidence may include a copy of certification letter from the NC Dept. of Administration HUB Office or the NC Dept. of Transportation. Eligibility requirements and additional details regarding the M/WBE Program can be found in Attachment A, "M/WBE Program".

SECTION 6- EVALUATION OF PROPOSALS

A. Committee

A five person GDPI Food and Beverage RFP Evaluation Committee, composed of one or more members of the GDPI Board of Directors, GDPI and City of Greensboro staff, Chamber of Commerce, and Greensboro Cultural Center advisory council, will review all written proposals. Upon review, the committee will make a final recommendation to the Greensboro Downtown Parks, Inc. Board of Directors for approval.

B. Evaluation Criteria

Proposals will be evaluated and rated by the Committee according to the following criteria:

- a. Letter of Transmittal (20 points)
- b. Experience and Qualifications (15 points)
- c. Fees and Compensation (45 points)
- d. Marketing and Advertising Plan (10 points)
- e. Minority / Women Business Enterprise (M/WBE) Outreach (10 points)

C. Shortlist

Based on preliminary review of the written proposals, the Evaluation Committee may shortlist the top three (3) to five (5) proposals and invite those Respondents to make a presentation so that the Respondent can further present the proposal and discuss various components of the RFP. Additionally, the Committee may conduct interviews using criteria and potential questions regarding background and experience of the Respondent, the ability of the Respondent to operate as per the scope of the RFP, and the financial circumstances of the proposal including ability to perform and revenues to the City.

D. Final Selection

The Evaluation Committee will rank the shortlist Respondents from highest to lowest evaluated Respondent with the highest ranked Respondent receiving the Evaluation Committee's recommendation.

*****Attachments A and B have been emailed with this RFP as separate documents for your review.***

